

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.discoveringmontana.com/doa/gsd>

T.C. #: A63311
IBM CORPORATION
WESTERN STATES CONTRACTING ALLIANCE
Title: COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES
This is a non-exclusive contract.

CONTRACT TERM	FROM	January 1, 2005	CONTRACT STATUS	NEW (X)
	TO	August 31, 2007		RENEW ()
VENDOR ADDRESS	IBM Corporation 4263 Commercial St. SE, Suite 100, Salem, OR 97302		ORDER ADDRESS	http://www.ibm.com/easyaccess/wscanaspo
ATTN:	James Schroeder		ATTN:	
PHONE:	503.399.3825		PHONE:	
FAX:	Fax: 503.399.3793		FAX:	
E-MAIL:	jschroed@us.ibm.com		E-MAIL:	

PRICES: Per Section 14 of the Master Price Agreement

DELIVERY: 20 Business days after receipt of order

F.O.B.: Destination

TERMS: Net 30 days

REMARKS: Current pricing is available at <http://www-1.ibm.com/gold/portal/servlet/gold/wscanaspo/Welcome>

IFB/RFP No.:

Brad Sanders, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

This document represents an overview of the Western States Contracting Alliance Computer Equipment, Software, Peripherals and Related Services contract. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of a cooperative procurement conducted by the State of Minnesota on behalf of WSCA.

1.1 PURPOSE

The purpose of this contract is to provide state agencies, and all registered cooperative-purchasing organizations, (herein after referred to as agencies) with an expedited means of obtaining Computer Equipment, Software, Peripherals and Related Services, as specified in the attached participating addendum.

1.2 NON-EXCLUSIVE CONTRACT

This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement and applicable state standards and policies. Agencies may not purchase from this contract where there exists an exclusive contract for any of these products or services. Laser printers specified in Band #3, are not available to any agency.

2.0 LIAISON

The primary Contractor contact for this participating addendum is as follows:

James Schroeder
IBM Corporation
4263 Commercial St. SE, Suite 100
Salem, OR 97302
Telephone: (503) 399- 3825 (TL284)
Fax: (503) 399-3793 (TL 284)
E-mail: jschroed@us.ibm.com

State Liaison:

Brett Boutin
State of Montana, Information Technology Services Division, Procurement Services Bureau
118 N. Roberts Street, Annex Building
Helena, MT 59620-0113
(406) 444-0515
Fax: (406) 444-4644
E-mail: bboutin@mt.gov

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

All Cooperative Purchasing requests should be directed to:

Brad Sanders
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
Phone: (406) 444-1459
Fax: (406) 444-2529
E-mail: bsanders@mt.gov

3.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (A63311); identify all items desired, the purchase order date, the desired delivery date, shipping locations, and prices.

4.0 TERM OF CONTRACT

The contract is effective from January 1, 2005 through August 31, 2007. This contract may be mutually extended for two additional one-year periods.

5.0 PRICING

For current pricing, please see the following website:
<http://www-1.ibm.com/gold/portal/servlet/gold/wscanaspo/Welcome>

6.0 CONTRACT

The entire contract can be found at the following website:
<http://www.mmd.admin.state.mn.us/wsca/PDF/A63311%20IBM%20CONTRACT%20AUG%2004.PDF>

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT
IBM CORPORATION
CONTRACT NUMBER A63311

STATE OF MONTANA

1. **Scope:**

All governmental entities within the State of Montana, excluding the Montana University System, and all registered Cooperative Purchasing Organizations are authorized to purchase products and services under the terms and conditions of the referenced Master Price Agreement. Allowable products are defined in Section 14 of the Master Price Agreement as Band 1, 2, 4, and 5, allowable Services, as defined below, and LAN equipment and related software as defined below.

Entities are subject to all applicable State standards, policies, and procurement law before any purchase from this contract. This includes the IT Procurement Act. Entities may not purchase from this contract where there exists an exclusive contract for any of these products or services. Therefore, Lexmark, HP, and Tektronix printers (in Band 3) are not available for purchase under this contract.

2. **Changes:**

Since the Master Price Agreement definition for Services includes some items for which the State has an existing policy/standard, such as Disaster Recovery, the definition is hereby changed as follows:

“Services” are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. *General consulting and all forms of application development and programming services are excluded.* The Contractor(s) shall provide the warranty service for equipment on the Master Price Agreement as well as a Takeback Program.

Other Changes:

Section 58, add the following: Compliance with State Plans. The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency’s Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Section 20, add the following: Access and Retention of Records. Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

Section 32, delete and replace with the following: Venue. This Participating Addendum shall be governed by the laws of the State of Montana. Venue for any action will be in the First District

Court of the County of Lewis and Clark County, Helena, Montana. Parties to pay own legal fees and associated costs.

Section 59, add the following: Compliance with Workers' Compensation Act. The Contractor is required to supply the State of Montana, State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

Section 60, add the following: Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3. Primary Contact:

The primary participating entity contact for all issues except cooperative purchasing is as follows:

Brett Boutin
State of Montana, Information Technology Services Division, Procurement Services Bureau
125 N. Roberts Street, Mitchell Building, Room 230
Helena, MT 59620-0113
Phone: (406) 444-0515
Fax: (406) 444-4644
E-mail: Bboutin@mt.gov

All cooperative-purchasing requests should be directed to:

Brad Sanders
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
Phone: (406) 444-1459
Fax: (406) 444-2529
E-mail: Bsanders@mt.gov

The primary Contractor contact for this participating addendum is as follows:

James Schroeder
IBM Corporation
4263 Commercial St. SE, Suite 100, Salem, OR 97302
Telephone: 503.399.3825 (TL284)
Fax: 503.399.3793 (TL 284)
E-mail: jschroed@us.ibm.com

4. Servicing Subcontractors:

Only those IBM Business Partners authorized by IBM, as listed on the IBM WSCA/NASPO website, are eligible to support the IBM WSCA/NASPO Master Price Agreement. IBM Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by IBM for the WSCA/NASPO Master Price Agreement. Eligible products include ThinkCentre commercial desktop systems, ThinkPad notebooks, ThinkVision Products, IBM options, and Express Models, eServer xSeries and IntelliStation Products.

All Participating Entity orders and payments are to be issued directly to IBM. Each Purchase Order, at the time of order placement, must include the quoting Business Partner's Location ID (LOCID), if a Business Partner has been used, and must identify the WSCA/NASPO Master Price Agreement number. Inclusion of the LOCID on the Purchase Order will result in a fee payment to the Business Partner. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement.

IBM may add or delete eligible Products upon 30 days' written notice to the Participating Entity, and written approval by the Participating Entity. IBM may also add or delete eligible Business Partner authorizations at its discretion with 30 days written notice to the Participating Entity. Business Partner changes will be posted to the WSCA/NASPO website 30 days after the date of notification.

All orders are to be issued directly to:
IBM Corporation
Western States Contracting Alliance
WSCA-YE085
7100 Highlands Parkway
Smyrna, GA 30082

And all payments are to be issued to:
IBM Corporation
PO Box 945684
Atlanta, GA 30394-5684

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below. Signatures as required by State Statutes, Rules or Policies

State of Montana

IBM Corporation

By: _____

By: _____

Name: Marvin Eicholtz

Name: _____

Title: Administrator, General Services Division

Title: _____

Date: _____

Date: _____

Jeff Brandt, Acting CIO Date
State of Montana

Approved as to Legal Content:

Dal Smilie, Chief Legal Counsel Date
Department of Administration